

STANDARD SERVICE ORDER TERMS AND CONDITIONS OF HARCROS CHEMICALS INC.

1. **APPLICATION, SERVICES AND SCOPE OF WORK.** These Standard Service Order Terms and Conditions will apply to all services, materials and goods provided to Harcros Chemicals Inc. ("Buyer") from vendor or its agents ("Seller"). Seller shall perform the Services and supply the Deliverables (collectively referred to as the "Work"), described on the face of this Service Order for Buyer. For purposes of this Service Order: (i) "Services" will mean the labor and effort necessary to fulfill the duties, commitments, obligations and responsibilities of Seller as set out on the face of this Service Order and may include, without limitation, providing ideas, concepts, recommendations, interpretations, procedures, practices, processes, training, advice, knowledge, skill, talent, expertise and other such intangibles; and (ii) "Deliverables" will mean the deliverables described on the face of this Service Order as well as any tangible results of the Services, and Deliverables may include, without limitation, goods, materials, equipment, reports, documents, templates, studies, operating models, technical architectures, systems, specifications, requirements, documentation, abstracts, summaries, manuals, formulas, charts, designs, drawings, graphics, plans, rules, data, computer object and/or source code, software, information, materials and all other such tangibles. Buyer shall pay Seller any undisputed amounts for performing the Work as specifically described in this Service Order at the rates and according to the schedule set forth on the face of this Service Order or in any attachment incorporated into this Service Order. Unless otherwise agreed by the parties on the face of this Service Order, payment terms are net forty-five (45) days from receipt of proper invoice or receipt of completed Work, whichever occurs later. Seller will provide all supervision, professional services, labor, materials, tools, equipment, transportation, subcontracted items, taxes, insurance and all other things reasonably necessary for the performance and completion of the Work, unless otherwise specified herein or agreed to in writing between the parties. Seller shall perform the Work as an independent contractor and none of Seller's employees, subcontractors, agents, or representatives shall be considered in any manner to be an employee of Buyer. Neither Seller nor any employee, subcontractor or other agent of Seller shall be, represent itself as, act as, purport to act as, or be deemed to be, the agent, representative, employee or servant of Buyer, and no such party shall have any right or authority to make any representations, or to assume or create any obligations of any kind, express or implied, on behalf of Buyer or to bind Buyer in any respect whatsoever. The qualifications and suitability of all of Seller's employees, agents, representatives, and permitted assigns having access to any Buyer facility shall be subject to review by Buyer, and Buyer shall have the right, in its sole, subjective discretion to deny access to any of Seller's employees, agents, representatives, and permitted assigns.

2. **ACCEPTANCE OF SERVICE ORDER.** This Service Order constitutes Buyer's offer to purchase Work described in this Service Order, in accordance with the terms hereof and any provisions attached hereto and/or incorporated herein by reference (if any). Any reference in this Service Order to Seller's quotation does not constitute acceptance of any terms and conditions thereof except to the extent specifically agreed to in this Service Order. This Service Order may be accepted only by (i) Seller's acceptance of this Service Order in writing; or (ii) Seller beginning to perform the Work set forth on the face of this Service Order; or (iii) the delivery by the specified delivery date of the Work ordered on the face of this Service Order; or (iv) Seller's commencement of the Work that is subject to this Service Order. Any acceptance of this Service Order is limited to acceptance of the express terms of the offer contained on the face of this Service Order, these Service Order Terms and Conditions, and in any other document(s) fully identified on the face of this Service Order (or in these Service Order Terms and Conditions) and specifically incorporated herein by reference thereto. Any proposal for additional or different terms or any attempt by Seller in Seller's acceptance to vary, to any degree, any of the terms of this offer is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer unless such variances are in the description of the Work, price, or delivery schedule of the Work but shall be deemed a material alteration thereof and this offer shall be deemed accepted by Seller without such additional or different terms. If this Service Order shall be deemed by a court or other trier of fact as an acceptance of a prior offer by Seller, such acceptance is limited to acceptance of the express terms contained herein. Any additional or different terms or any attempt by Seller to vary in any degree any of the terms of this Service Order shall be deemed material and are objected to and rejected. No conditions, custom, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these terms and

conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Mistakes in prices, discounts, specifications, delivery schedules or other terms and any noticeable discrepancies are to be reported immediately by Seller to Buyer and Seller shall immediately remedy such mistakes by refunding incorrect charges to Buyer or correcting such other discrepancies, unless otherwise directed by Buyer.

3. **INSPECTIONS AND ACCEPTANCE OF WORK.** (a) Buyer may observe the Services, and/or inspect the Deliverables at any time for compliance with the requirements, specifications and instructions described on the face of this Service Order. In addition, all Services provided pursuant to this Service Order will be provided with at least reasonable care and in a manner consistent with general industry standards reasonably applicable to the provision thereof, and all Deliverable(s) provided pursuant to this Service Order will, at a minimum, meet commercially reasonable industry standards. Buyer reserves the right to determine whether the Services and/or Deliverables, or any part/portion thereof, conform to such standards, requirements and specifications. The Services and/or Deliverables that Buyer determines do not conform to applicable standards, requirements and specifications, will be referred to as "Non-Complying Work." Buyer will provide written notice to Seller and such notice will detail the Services and Deliverables or portion(s) thereof that constitute Non-Complying Work and the reasons for non-compliance. (b) Approval criteria and procedures should be set forth on the face of this Service Order. If so specified, Deliverables and Services must meet the generally applicable standards described above and such requirements, specifications and instructions set forth on the face of this Service Order in order to be accepted by Buyer ("Acceptance"). When the face of this Service Order does not include Acceptance procedures or criteria, then Acceptance of Deliverables will be based on substantial conformance to Buyer-approved requirements and specifications and the generally-applicable standards set forth above. Acceptance of Services will be determined by Buyer based on Buyer's reasonable satisfaction that all applicable standards, criteria, etc. have been met. For purposes of this Service Order, Deliverables are considered delivered and Services are considered rendered upon Buyer's Acceptance, not to be unreasonably withheld. Buyer is obligated to pay only for Deliverables and Services that receive Buyer's Acceptance. (c) Seller will correct or re-perform Non-Complying Work within five (5) business days after delivery of a written notice of non-compliance to Seller. Buyer will not be obligated to pay Seller for Non-Complying Work, and Seller will not be entitled to compensation for work or materials necessary to correct or re-perform Non-Complying Work. Should the Services and Deliverables or any portion become or be discovered to be Non-Complying Work after payment has been made to Seller, Buyer may withhold payment (without limiting any other remedies available under law or in equity) of future invoices in an amount equal to the cost (or value) of the Non-Complying Work or Buyer may request Seller to refund any payment already made to the extent attributable to Non-Complying Work if Seller fails to correct or re-perform the Non-Complying Work after delivery of the required notice. Buyer will pay Seller for corrected Non-Complying Work within forty-five (45) days of Buyer's Acceptance less any documented cost or loss by Buyer directly attributable to the delay in receipt of complying Deliverables or Services, in accordance with implicit and explicit delivery deadlines/timeframes in accordance with this Service Order.

4. **SELLER'S RESPONSIBILITIES AND WARRANTIES.** Seller represents, warrants and covenants that: (a) it and its employees are free of any commitments or obligations that would limit or prevent full performance of the Work; (b) it and its personnel are experienced, are qualified, and possess the skills to perform the Work in accordance with the terms and conditions of this Service Order; (c) the Work will be performed in accordance with the highest professional engineering standards, where applicable; (d) it has obtained and maintains US Environmental Protection Agency accreditation for its laboratories, where applicable; (e) it has independent knowledge of and understands the harmful nature and characteristics (whether actual or alleged, present or potential, or toxic, flammable, corrosive, reactive, explosive or otherwise), and the currently known hazards which are presented to persons, property, and the environment from each of the materials, if any, described in this Service Order or to which they may be exposed during the performance of the Work; (f) it will warn, train, and advise all employees, subcontractors, and other agents of such harmful nature and characteristics of each of the waste materials subject to this Service Order and of any other hazards associated with performance of

the Work and it will provide all training required by law for the use of or exposure to such Work and hazards; (g) all equipment furnished by Seller shall be in suitable condition for and appropriate to the services to be rendered hereunder; (h) it complies with the requirements of all federal and equivalent state laws, regulations, ordinances, orders, and rules, including without limitation, the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended by the Civil Rights Act of 1991; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. (“ADEA”); the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq. (“FLSA”), including the requirements as to records; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. (“ADA”); the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq. (“FMLA”); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000 et seq. (“Title VII”); the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq. (“ERISA”) (excluding claims for vested benefits); the National Labor Relations Act, 29 U.S.C. § 151 et seq. (“NLRA”); the False Claims Act, 31 U.S.C. § 3729 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. § 651 et seq.; the Equal Pay Act, as amended; the Equal Employment Opportunity Clause prescribed by Executive Order No. 11246 of September 24, 1965, as amended; the Affirmative Action for Handicapped Workers Clause prescribed by the Rehabilitation Act of 1973, as amended; and the Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause prescribed by the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; are incorporated herein, unless the transaction is exempt, and Seller agrees to submit reports, certificates and other documents required of subcontractors or others by such Executive Order, and the aforementioned Acts, and the rules, regulations and relevant orders issued under the authority of any of the foregoing; (i) Seller’s transportation subcontractor, if any, possesses all necessary permits, registrations, and licenses to transport any waste materials from Buyer’s premises in full compliance with all governmental laws, rules, regulations, orders, and manifests; (j) Seller and its subcontractors and agents have all necessary permits and licenses to perform the Work and the Work shall be performed in full compliance with all local, state and federal laws and regulations; (k) Seller shall ensure that the handling, storage, transportation or other disposition of any waste generated by Seller will be performed in compliance with all local, state and federal laws and regulations and Seller shall be responsible to perform all requirements applicable to the generator of any wastes generated by Seller in its performance of the Work; (l) Seller shall promptly furnish to Buyer copies of additional permits and licenses as are required or when existing permits and licenses are renewed; (m) Seller will deliver the Deliverables and perform the Services in conformance with the requirements, specifications and instructions in this Service Order and all Deliverables delivered will be free from programming errors, bugs and defects in design, manufacturing and workmanship; (n) Seller has or will have all necessary rights, whether owned or acquired from third parties, to grant to Buyer the stated ownership interests and licenses in and to the Deliverables delivered under this Service Order; (o) Seller will perform the Services in a good and workmanlike manner and in compliance with applicable laws, regulations and ordinances, and Seller shall otherwise comply with applicable laws, regulations and ordinances; (p) Services and Deliverables provided by Seller do not and will not infringe upon, violate or misappropriate the patent, copyright, trade secret, intellectual property or other protected rights or interests of any third party as delivered or as used by Buyer and Seller has not received any communication from any third party alleging an infringement, violation or misappropriation with regard to such Services and Deliverables; and (q) Deliverables shall be new and not used or reconditioned (unless otherwise expressly stated in this Service Order) and shall be in all respects suitable for the particular purpose and use for which they are purchased by Buyer. Seller shall notify Buyer immediately upon the revocation, termination or expiration of any said permits or licenses. Buyer shall have the right at any reasonable time to inspect and obtain copies of all licenses, registrations, permits, and approvals issued by any governmental agency to Seller or its subcontractors or agents which are applicable to performance of this Service Order and to inspect and test, at its own expense, the transportation vehicles or vessels, and containers provided or designed by Seller, its subcontractors and agents, in the performance of this Service Order. TIME IS OF THE ESSENCE in the completion of all Work and with respect to the performance of Seller’s other obligations under this Service Order. Seller shall complete all Work within the time limits required by Buyer, and as specified on the face of

this Service Order. Seller shall be responsible for the payment of all taxes covering the Work, including the payment of all applicable taxes covering its employees. Seller agrees not to file or otherwise assert, prosecute or permit mechanics’ or material suppliers’ liens to be filed or continued in connection with the Work against any property of Buyer, or property for which Buyer is responsible. Matters in connection with the Work include, without limitation, services performed, or materials, machinery, and equipment furnished. In the event that any such lien shall be filed, Seller agrees to take all steps necessary for the release and discharge of such lien on receipt of demand from Buyer, and in default of performing such obligation, agrees to reimburse Buyer, for all moneys paid in the releasing, satisfying, and discharging of such liens, including reasonable attorneys’ fees and disbursements. The warranties set forth in this Service Order shall be in addition to any other warranties, express, implied or statutory, that may apply. All warranties shall survive inspection, test, acceptance, and/or any payment for Work.

5. CHANGES IN THE WORK. Buyer, without invalidating this Service Order, may request changes in the Work within the general scope of this Service Order. If any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Work under this Service Order, an equitable adjustment shall be made by Buyer (as determined in Buyer’s sole discretion) in the price or delivery schedule or both. No substitutions shall be made without the prior written approval of Buyer.

6. INDEMNIFICATION. (a) To the fullest extent permitted by applicable law, Seller agrees to indemnify and hold harmless, Buyer from and against any and all claims, loss, damages, injuries, liabilities, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys’, consultant or other professional fees) which Buyer may hereafter incur as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effect on the environment, or any violation of governmental laws, rules, regulations or orders caused by (i) Seller’s breach of any term or provision of this Service Order or (ii) any negligent or willful act or omission of Seller, its employees, agents, representatives or subcontractors in the performance of this Service Order or related to the Work. (b) As a separate and additional obligation, except as expressly prohibited by applicable law, Seller agrees to indemnify and hold harmless, Buyer from and against any and all claims, loss, damages, injuries, liabilities, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys’, consultant or other professional fees) which Buyer may hereafter incur as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effect on the environment, or any violation of governmental laws, rules, regulations or orders regardless of the cause or alleged cause and regardless of whether such matters are groundless, fraudulent, or false arising from or related to the Work or the performance of this Service Order, including without limitation (i) matters asserted against Buyer by employees of Seller or any other persons or entities, and (ii) matters in which it is claimed Buyer was negligent, or otherwise committed one or more acts or of misfeasance, malfeasance or nonfeasance. The word “Buyer” as used in this Section 6 includes without limitation Buyer itself, its officers, directors, agents, employees, representatives and assigns, or any person or entity for whom or for which it is claimed Buyer is responsible.

7. INFRINGEMENT. Seller agrees to indemnify and hold harmless Buyer, each of Buyer’s affiliates, and customers, and each of the foregoing’s directors, officers, members, managers, employees, agents, successors, and assigns from and against any and all claims, actions, demands, losses, damages, injuries, liabilities, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys’, consultant or other professional fees) which Buyer may hereafter incur as a result of any suit, claim, judgment or demand, involving infringement, misuse, misappropriation or alleged infringement, misuse, or misappropriation of any patent, trademark, copyright, data rights, trade secrets, or any other intellectual property rights of any third party in the performance, design, manufacture, use, sale, development, delivery, or disposition of any Deliverables or Services supplied hereunder (an “IP Claim”). Buyer shall notify Seller of any suit instituted against it and, to the

fullest extent of its ability to do so, shall permit Seller to defend the same (with counsel reasonably acceptable to Buyer) or make settlement on terms acceptable to Buyer in respect thereof. Buyer does not grant indemnity to Seller for infringement of any patent, trademark, copyright, data rights, or any other intellectual property rights. Without abrogating or otherwise limiting Seller's defense and indemnity obligations, if an IP Claim has been or may be asserted against Seller and/or Buyer due to a Deliverable and/or Service provided hereunder, Seller must, at Seller's expense:

(i) procure the right for Buyer to continue using the Deliverable/Service;

(ii) replace or modify the Deliverable/Service to eliminate the alleged infringement while providing substantially equivalent quality and functionality; or

(iii) if the performance under subsections (i) and (ii) are not possible and upon Buyer's written consent, refund all amount paid by Buyer for the applicable Deliverable/Services.

8. **CONFIDENTIALITY.** Seller (including its employees, officers, agents, and directors) shall treat as confidential and proprietary and not disclose to others any information received from Buyer, including but not limited to Buyer's plans, programs, business, facilities, products, costs, equipment, operations, or property or the condition thereof, which may come within Seller's knowledge in the performance of this Service Order, without in each instance securing the prior written consent of Buyer. Seller shall also treat as confidential and proprietary and shall not disclose to others, any information relating to the chemical composition or quantity of materials received by it from Buyer, and the fact that Buyer was the source of such materials. Seller agrees that it will protect the confidentiality of Buyer's information with the same degree of care with which it protects its own proprietary information, but with no less than reasonable care, and will return all copies (in any medium recorded) of such information to Buyer immediately upon written request. If Seller is required by subpoena or judicial or administrative order (hereinafter referred to as "Order"), or law, to disclose any information required by this Service Order to be treated as confidential and proprietary, Seller shall promptly notify Buyer of such law, or the receipt of such Order and permit Buyer to challenge the Order or law prior to Seller's disclosure of the information. Seller's obligations of confidentiality set forth herein shall be in effect during the life of this Service Order and for ten (10) years thereafter. Seller shall not, without the prior written consent of Buyer, use or allow the use of, whether in writing or in oral form, Buyer's name, trademarks, logos, publications, photographs of Buyer's facilities or equipment, or Seller's and Buyer's business relationship in connection with marketing or business activity.

9. **TERMINATION.** Buyer shall have the right to terminate this Service Order at any time for Buyer's convenience and without cause. Either party may immediately terminate this Service Order for cause if the other party fails to perform hereunder and such noncompliance is not corrected within thirty (30) days of receipt of a written notice informing the non-complying party of the noncompliance. After receiving notice of termination, Seller will (a) stop the Work on the date and to the extent specified in the notice and (b) deliver to Buyer in their then current state of condition, all drawings, reports and other documents relating to the Work and remaining samples. No cost incurred after the effective date of termination shall be treated as a reimbursable cost unless incurred with the express written consent of Buyer. If this Service Order is terminated before completion of the Work, Buyer shall have the right, but shall not be obligated, to complete the Work itself or cause the Work to be completed by others. In the event of a termination for convenience by Buyer, Buyer shall only be required to pay for Work accepted by Buyer prior to the effective date of termination plus a prorated portion of the fees for Services in process based on the percent of completion in substantial compliance with the agreed upon requirements and specifications.

10. **INSURANCE.**

(a) Seller shall procure and maintain, at its sole expense, the following types of insurance, in amounts at least equal to those specified below, issued by companies acceptable to Buyer, authorized to conduct business in the states in which the Work is to be performed and with a Best rating of at least of A- (Excellent):

(i) Worker's Compensation Insurance shall be provided covering obligations imposed by Federal (including Longshoremen's and Harbor Worker's Compensation Act Insurance, if applicable) and state law in each state where persons employed by the Seller will be performing Work under this Service Order, including without limitation, coverage for occupational diseases.

(ii) Employers' Liability Insurance shall be provided with minimum limits of \$1,000,000.

(iii) Commercial General Liability Insurance shall be provided with coverage, on an occurrence basis, not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury, property damage, and personal and advertising injury, such coverage to include contractual liability (including without limitation coverage for claims arising pursuant to the indemnities contained in this Service Order), products liability (including completed operations), the contingent liability of Seller for the liability of subcontractors, cross liability.. If such insurance is subject to an aggregate limit, the aggregate limit shall apply on a per location or per project basis.

(iv) Commercial Automobile Liability Insurance shall be provided with coverage for all owned and non-owned vehicles used in connection with the Work with a combined single limit of at least \$1,000,000, including contractual liability coverage for the indemnities contained in this Agreement and such additional coverage and limits as required by law. If hazardous materials or waste are to be transported, Commercial Automobile Liability Insurance shall be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements.

(v) Umbrella Liability Insurance shall be provided with limits of \$3,000,000 each occurrence and aggregate. All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Umbrella Liability policy. Seller's Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions of the policy, in excess of all available underlying coverage, before any primary or excess coverage held by any additional insured.

(vi) If the scope of performance under this Service Order includes hazardous materials, then Seller shall provide and maintain Pollution Liability Insurance coverage with limits of not less than \$1,000,000 each occurrence and aggregate. Pollution Liability policy must include contractual liability coverage aligned with indemnification obligations of this Service Order. The policy shall also include defense and clean-up costs. Seller shall continue to provide the required products and completed operations coverage for a period of five (5) years after the completion of the Services.

(vii) If the scope of the performance under this Service Order includes professional service, including but not limited to design, engineering, consulting or similar type of service, then Seller shall provide and maintain Professional Liability Insurance coverage with limits of not less than \$1,000,000 each occurrence and aggregate. The policy coverage shall be effective (retroactively, if applicable) from the date of commencement of all professional activities in connection with the scope. Coverage shall include coverage for contractual liability. The Seller and any subcontractors shall maintain this coverage for the statute of repose, following completion of the project.

(viii) All Risk Property Insurance shall be provided which is written on a replacement cost basis protecting Buyer and Seller for the full replacement cost of all property or equipment owned, leased or otherwise used by Seller in connection with the Work. Such insurance shall also cover Buyer owned property in the care, custody or control of Seller away from Buyer's premises.

(ix) All other coverage required by applicable laws and regulations, including in addition to insurance, any other form of financial protection required by applicable laws and regulations shall also be procured and maintained by Seller at Seller's sole expense.

(b) All policies of insurance shall contain a waiver of subrogation in favor of Buyer. All policies except Worker's Compensation and Professional Liability (if applicable) shall include Buyer and other parties Buyer may designate as additional insureds for claims arising from Work performed under this Service Order. Additional Insured status under the Commercial General Liability policy shall be for both ongoing and completed operations. If applicable, the additional insured endorsement shall be on a Vendor's form (CG 20 15 or its equivalent). All insurance required above shall be primary and non-contributory to insurance purchased by Buyer. All

insurance required (except Professional Liability, if applicable) shall include the costs of defending Buyer and such defense costs shall not apply against the coverage limits of the required insurance.

(c) Seller shall require each subcontractor to provide and maintain insurance comparable to the insurance required in this Service Order.

(d) All policies shall not be subject to a deductible or self-insured retention in excess of \$50,000 without the prior approval of Buyer. Seller shall be responsible for and pay all losses within any deductibles or self-insured retentions.

(e) Buyer reserves the right to require Seller to increase such limits or to carry other types of coverage with deductibles and limits acceptable to Buyer provided that Buyer shall reimburse Seller for any additional premiums attributable to such increased coverage. The insurance described herein sets forth minimum amounts and types of coverage, and is not to be construed in any way as a limitation of Seller's liability to Buyer or to others under this Service Order.

(f) Seller shall continue to provide the required products and completed operations insurance coverage for a period of five (5) years after contract expiration or project completion, whichever occurs later.

(g) Seller shall furnish Buyer with certificates issued by the insurance company or companies issuing the insurance policies required by this provision (other than subcontractor's policies) prior to commencement of Work, as well as copies of endorsement showing that Buyer is an additional insured, that all policies are primary and non-contributing to Buyer's policies, and that all policies contain a waiver of subrogation in favor of Buyer. Seller shall provide, or to the extent commercially available policies shall provide, that written notices shall be given to Buyer's Risk Management Department at 5200 Speaker Road, Kansas City, KS 66106, and its office location that issued this Service Order, if different, at least forty-five (45) days prior to any cancellation or change in any such policy.

11. **RECORDS.** Seller shall: (a) maintain complete and accurate books and records in accordance with applicable laws, generally accepted accounting principles and practices, and in sufficient detail to reflect the actual cost of performing the Work under this Service Order; (b) furnish Buyer with statements of Seller's actual cost at such times and in such form and detail as Buyer may request; (c) permit Buyer or its representatives to inspect and audit any and all of Seller's books, records and accounts relating to the Work and this Service Order at all reasonable times during performance thereof and for a period of three (3) years after payment of the final invoice; and (d) if required by Buyer, Seller's invoices shall be certified by an authorized representative of Seller in a manner prescribed by Buyer. Buyer will be responsible for the costs of any audits performed by Buyer unless an audit discloses that Seller has billed Buyer incorrectly for fees and then Seller will be responsible for the cost of that audit.

12. **OWNERSHIP AND RIGHTS TO DELIVERABLES.** (a) Buyer and Seller acknowledge that the Deliverables delivered and the Services performed by Seller for Buyer are being done at the expense of Buyer for the sole benefit of Buyer. All inventions (whether or not such may be patented), discoveries, developments, deliverables, improvements, know-how, algorithms, software, code, architecture, materials, reports, programs, specifications, requirements, designs, plans, documentation, material, information, data, processes and all Deliverables and other output prepared, authored, developed or created by Seller or its employees, agents, contractors and representatives, either alone or in combination or collaboration with third parties, for Buyer or resulting from Seller's creation and delivery of Deliverables and performance of Services under this Service Order (collectively, "Buyer IP") will become and remain Buyer's exclusive property, and title thereto will at all times be in Buyer. Buyer will have the right to use the Buyer IP, or any part or parts thereof, as Buyer sees fit. Buyer may alter the Buyer IP, add to it, make derivative works from or combine with any other work or works, at its sole discretion. Seller hereby grants, assigns and conveys to Buyer all Seller's right, title and interest, including copyrights, in and to all Buyer IP. Seller will have no right to disclose or use any Buyer IP for any purpose whatsoever and will not communicate to any third party the nature of or details relating thereto. Seller agrees that it will not seek and that it will require that its employees, agents, contractors and representatives who perform services for Buyer not to seek patent, copyright, trademark, registered design, trade secret or other protection ("Protection") for any

interest in or right to any Buyer IP. Seller agrees that it will do and that it will require its employees (and its agents, contractors and representatives) to do, at Buyer's expense, all things and execute all documents as Buyer may reasonably require to vest in Buyer or its nominees any Protection for the Buyer IP that Buyer deems appropriate. (b) Notwithstanding the foregoing, Buyer IP will not include Seller's pre-existing (prior to the date of this Service Order) proprietary information, methodologies, intellectual property, materials, concepts or project tools ("Seller IP") used by Seller to create the Deliverables or perform the Services. Deliverables also will not include pre-existing materials and intellectual property of a third party used to create or embedded in the Deliverables ("Third Party Components"), to the extent such Third Party Components are identified to Buyer in writing prior to Acceptance. Seller hereby grants to Buyer a non-exclusive, fully paid, worldwide, irrevocable license to use, for Buyer's business purposes, Seller IP and Third Party Components used or embedded in the Deliverables or Buyer IP, or used to provide the Services. (c) In the event Seller uses any subcontractor or other third party to perform any of the Services or assist in any aspect of the Deliverables contracted for under this Service Order, Seller agrees to enter into such written agreements with such third parties and to take such other steps as are or may be required to secure for Buyer the rights and licenses called for in this Service Order.

13. **WORK ON BUYER'S PREMISES.** If Seller's Work under this Service Order involves operations by Seller on the premises of Buyer, Seller shall (i) provide and pay for all materials, labor, tools, water, power and other items necessary to complete the Work, unless expressly stated otherwise on the face of this Service Order, (ii) take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such Work, and (iii) except to the extent that any such injury is due solely and directly to the negligence of Buyer, defend, indemnify and hold harmless Buyer, each of Buyer's affiliates, and customers, and each of the foregoing's directors, officers, employees, agents, successors, and assigns from and against all actions, suits, proceedings, demands, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) which may result in any way from any act or omission of Seller, its agents, employees or subcontractors. Seller shall, while on Buyer's premises, comply with Buyer's rules and regulations, of which Seller has been provided written notice. Seller shall keep Buyer's premises free from accumulation of waste material and rubbish and in full compliance with any applicable law or regulation. Upon the completion of the Work, Seller shall remove all rubbish, equipment and surplus materials from Buyer's premises.

14. GENERAL PROVISIONS.

A. **Waiver.** Any waiver by either party of any provision or condition of this Service Order must be in writing signed by the waiving party and shall not be construed or deemed to be a waiver of any other provision or condition of this Service Order, nor a waiver of a subsequent breach of the same provision or condition, unless such advance waiver be so expressed in writing and signed by the party to be bound.

B. **Severability.** If any provision of this Service Order shall be adjudged illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be impaired.

C. **Notice.** Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person, sent via facsimile, with receipt of confirmation, or by other means of delivery for which a delivery confirmation is provided to the address or facsimile number of the respective party on the face of this Service Order. The date of delivery shall be the date which appears upon a valid, written or electronic verified receipt confirming delivery such as a facsimile confirmation of delivery, or the type of return receipt one obtains from the United States Postal Service® or a common carrier such as Federal Express Corporation (FedEx®), United Parcel Service® or DHL Worldwide Express®. Either party may, by notice to the other, change the addresses, facsimile numbers, and names given herein.

D. Entire Agreement. This Service Order represents the entire understanding and agreement between the parties concerning the Work, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior courses of dealing, courses of performance, usages of trade, understandings or agreements purporting to modify, vary, supplement or explain any provision of this Service Order shall be effective and none shall be binding unless in writing, signed by duly authorized representatives of both parties.

E. Governing Law and Venue. This Service Order shall be governed by and interpreted in accordance with the laws of the State of Kansas, without regard to its conflict of laws provisions. The parties, to the fullest extent permitted by law, hereby knowingly, intentionally and voluntarily, (i) submit to personal, exclusive jurisdiction in the State of Kansas with respect to any suit, action or proceeding arising from, relating to or in connection with this Service Order, (ii) agree that any such suit, action or proceeding may be brought in any state court of competent jurisdiction sitting in Johnson County, Kansas, or in the United States District Court for the District of Kansas, at Kansas City, KS, (iii) submit to the jurisdiction of such courts, (iv) agree that the parties will not bring any action, suit or proceeding in any forum other than a state court of competent jurisdiction sitting in Johnson County, Kansas, or in the United States District Court for the District of Kansas, at Kansas City, KS, and (v) irrevocably agree not to assert any objection which any party may ever have to the laying of venue of any such suit, action or proceeding in any state court of competent jurisdiction sitting in Johnson County, Kansas, or in the United States District Court for the District of Kansas, at Kansas City, KS, and any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

F. Assignment and Subcontract. Neither party shall assign or subcontract this Service Order, its performance, or any monies due or to become due hereunder, and any attempt to do so shall be void unless with the prior written consent of the other party, except that this Service Order may be assigned without consent in connection with the acquisition or merger of Buyer, the acquisition or transfer of all or substantially all of the assets of the Buyer group or division operating the Buyer facility, or Buyer's sale or other transfer of the Buyer facility.

G. Survival. The confidentiality, indemnification, and insurance obligations and any other obligations set forth herein which by their nature are intended to survive termination shall survive the termination of this Service Order.

H. Non-Exclusive Services. Buyer may contract with others for the same or similar Deliverables and may retain other persons or entities to undertake the same or similar Services as those provided by Seller. Seller also may independently create, develop, acquire and sell items, materials and programs and perform services that are similar to or competitive with the Deliverables or Services provided by Seller.

I. Remedies. The rights and remedies provided Buyer herein shall be cumulative, to the extent permitted by law, and in addition to any other rights and remedies provided by law or equity.

J. Buyer Approval and Reviews. The review or approval by Buyer of any specifications, Work hereunder, or other matter in connection herewith shall not relieve Seller of any of its obligations under this Service Order nor excuse or constitute a waiver or acceptance of any defects or nonconformities in any Work furnished under this Service Order or change, modify or otherwise affect any of the provisions of this Service Order.